U.S. Department of Justice Washington, DC 20530

Exhibit A
To Registration Statement

OMB NO. 1105-0003

Pursant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington,

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

Name and address of registrant Patton Boggs LLP 2550 M Street, N.W.		2. Registration No.	
		2165	
Washington, D.C. 20037		3	
3. Name of foreign principal	4. Principal address of foreign pri	ncipal	
Ministry of Foreign Affairs, Republic of Croatia	Embassy of Republic of 2343 Massachusetts Av	ic of Croatia	
. Indicate whether your foreign principal is one of the following:		7.9	
XI Foreign government		62	
☐ Foreign political party			
☐ Foreign or domestic organization: If either, check one of the ☐ Partnership	he following:		
□ Corporation	☐ Voluntary group		
☐ Association	☐ Other (specify)		
☐ Individual-State nationality			
If the foreign principal is a foreign government, state:			
a) Branch or agency represented by the registrant. Minis	try of Foreign Affairs		
b) Name and title of official with whom registrant deals. Mi	omir Zuzul, Ambassador		
If the foreign principal is a foreign political party, state: N/A			
a) Principal address.			
b) Name and title of official with whom registrant deals.			
c) Principal aim			
Formerly OBI	D-67		
		FORM CRM-157	

8. If the foreign principal is not a	foreign government or a foreign	political party, N/A	
	e business or activity of this fore		
b) Is this foreign princip	pal		
Supervised by a foreign g	government, foreign political par	ty, or other foreign principal	Yes □ No □
Owned by a foreign gove	rnment, foreign political party, o	or other foreign principal	Yes □ No □
Directed by a foreign gov	vernment, foreign political party,	or other foreign principal	Yes □ No □
Controlled by a foreign go	overnment, foreign political part	y, or other foreign principal	Yes □ No □
Financed by a foreign gov	ernment, foreign political party,	or other foreign principal	Yes □ No □
Subsidized in part by a for	reign government, foreign politic	cal party, or other foreign principa	
9. Explain fully all items answered	"Yes" in Item 8(b). (If addition	nal space is needed, a full insert p	goe must be used
10. If the foreign principal is an org	anization and is not owned or co	ntrolled by a foreign government	foreign political party or other
N/A	d controls it.	introlled by a foreign government,	Toreign political party or other
Date of Exhibit A February \(\frac{\frac{1999}{}}{}, 1999	Name and Title Stuart M. Pape Managing Partner	Signature	b/se

U.S. Department of Justice Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget. Washington, DC 20503.

1. Name of Registrant	2. Registration No.	5
Patton Boggs LLP	2165	-3
3. Name of Foreign Principal		
Ministry of Foreign Affairs, Republic of Croatia		<u>.</u>
Check Appr	opriate Boxes:	26
4. ☑ The agreement between the registrant and the above-named attach a copy of the contract to this exhibit.	foreign principal is a formal writte	en contract. If this box is checked,
5. There is no formal written contract between the registrant ar foreign principal has resulted from an exchange of correspondence correspondence, including a copy of any initial proposal which has	. If this box is checked, attach a c	opy of all pertinent
6. The agreement or understanding between the registrant and nor an exchange of correspondence between the parties. If this bo	x is checked, give a complete desc	ription below of the terms and

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

Registrant will serve as counsel, billing on a monthly basis for fees and disbursements, pursuant to the Contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.						
		e listed in cont tached hereto.	ract between	n Registrant	and foreign	principal
9. Will the activitie footnote below?	s on behalf of he a Yes 🛱 🐧	bove foreign principal i No	nclude political ac	tivities as defined	in Section 1(o) of	the Act and in the
If yes, describe all s with the means to be	uch political activities employed to achi	ities indicating, among deve this purpose.	other things, the re	lations, interests o	r policies to be infl	uenced together
	See attached	d contract.				
Date of the trans		NT 1993		/ N		
Date of Exhibit B February	, 1999	Name and Title Stuart M. Pape Managing Partn	/ <i>[K</i>	Vaul	n 1 hps	٧
		means any activity which the person en				

ns of a government of a foreign country or a foreign political party.

REPRESENTATION AGREEMENT

THIS AGREEMENT is made between the Republic of Croatia (hereinafter referred to as "CROATIA"), and Patton Boggs LLP, a partnership of attorneys established in Washington, D.C. (hereinafter referred to as "PATTON BOGGS").

In consideration of the terms and conditions set forth in this Agreement, CROATIA and PATTON BOGGS agree as follows:

1. Effective Date and Term.

This Agreement shall become effective as of February 1, 1999 (hereinafter referred to as the "Effective Date"). This Agreement shall expire on May 31, 1999 (such period between February 1 and May 31, 1999 hereinafter the "Term"), unless: (a) the Term is extended by mutual agreement in writing; or (b) the Agreement is terminated earlier in accordance with the Termination provisions herein.

2. <u>Description of Services Provided by PATTON BOGGS.</u>

Commencing on the Effective Date, and continuing for the full Term of this Agreement, the parties agree that PATTON BOGGS shall advise CROATIA in its dealings with the Government of the United States, and shall provide the services listed in Annex A hereto.

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3. <u>Authorized Representatives</u>.

CROATIA and PATTON BOGGS shall communicate through their authorized representatives.

PATTON BOGGS hereby appoints Mr. Stephen Diaz Gavin as its authorized representative.

CROATIA hereby appoints H.E. Miomir Zuzul, Ambassador of the Republic of Croatia in Washington, D.C., to serve as CROATIA'S authorized representative.

4. Compensation.

CROATIA shall compensate PATTON BOGGS for services provided under this Agreement as follows:

a. <u>Fixed Retainer</u>. CROATIA shall pay PATTON BOGGS a fixed retainer of US\$20,000 (twenty thousand United States Dollars) per calendar month. The fixed retainer shall be payable as follows:

US\$ 20,000

Payable February 15, 1999

US\$ 20,000 Payable March 1, 1999 US\$ 20,000 Payable April 1, 1999 US\$ 20,000 Payable May 1, 1999

The monthly retainer shall be allocated as follows: (a) US\$ 15,000 per month for the services listed under the heading of "Bilateral Relations in Appendix A and (b) US\$ 5,000 per month for the services under the heading "Commercial Relations" in Appendix A. Upon thirty (30) days' notice at any time prior to the expiration of the Term, CROATIA can terminate the Commercial Relations portion of the services.

- b. Reimbursement of Disbursements. CROATIA shall reimburse PATTON BOGGS for its actual expenses incurred in the performance of this Agreement, including without limitation, travel expenses; telephone, fax, postage and courier charges; and document printing and reproduction costs. Disbursements shall be invoiced monthly, and all such invoices shall be payable within thirty (30) calendar days. It is specifically anticipated by the parties that travel expenses shall include at least two (2) visits to Zagreb, Croatia by a representative of PATTON BOGGS in furtherance of the services listed in Appendix A.
- c. <u>Transfer Instructions</u>. All payments to PATTON BOGGS under this Agreement shall be paid by wire transfer to:

Account No.

17218620

Bank Name:

Riggs Bank, N.A.

ABA No.:

054-000-030

Account Name:

PATTON BOGGS-CROATIA TRUST ACCOUNT

d. <u>Taxes</u>. Payments to PATTON BOGGS shall be wired without reduction for any tax imposed on such payments by CROATIA, and CROATIA shall reimburse PATTON BOGGS for the full amount of any taxes imposed by CROATIA in respect of the work performed by PATTON BOGGS under this Agreement. CROATIA shall assume no responsibility for PATTON BOGGS' tax obligations in any other jurisdiction.

5. Termination.

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This Agreement may be terminated by either party in the event of a material breach which is not cured within ten (10) calendar days after the breaching party receives written notice of the breach and the grounds therefor. Termination shall be effective upon expiration of the cure period. A material breach shall include, without limitation, the failure to make a payment when due.

6. Obligations Upon Termination.

Upon termination of this Agreement by either party:

- a. PATTON BOGGS shall return to CROATIA all documents or other property provided by CROATIA for purposes of performing this Agreement.
- b. CROATIA shall pay to PATTON BOGGS the pro-rata retainer earned as of the effective date of termination, plus all disbursements incurred.

8. Notices.

All notices provided under this Agreement shall be in writing. Such notices shall be

given by personal delivery with a signed acknowledgement of receipt; by courier return receipt requested; or by facsimile with confirmation copy, at the following addresses as may be amended from time to time in writing:

Notices to CROATIA:

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H.E. Miomir Zuzul Ambassador of the Republic of Croatia 2343 Massachusetts Avenue, N.W. Washington, D.C. 20008

Tel: 202-588-5943 Fax: 202-588-8936

Notices to PATTON BOGGS:

Patton Boggs LLP 2550 M Street, NW Washington, DC 20037 Tel: 202-457-6000

Fax: 202-457-6315

Attention: Stephen Diaz Gavin

9. Waiver.

Failure of either of the parties at any time to enforce any term of this Agreement or any rights with respect thereto or to claim a breach of any term of this Agreement shall in no way be considered a waiver of any rights under this Agreement.

10. Assignment.

Neither party shall assign any part of this Agreement without the prior written consent of the other party.

11. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of Washington, D.C., U.S.A.

12. Disputes.

Any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules in effect on the date of this Agreement. The parties agree that: (a) the number of arbitrators shall be one; and (b) the place of arbitration shall be Washington D.C.

13. Entire Agreement; Changes.

This Agreement represents the entire agreement between the parties and supersedes any

previous agreement between the parties in relation to the matters dealt with herein. No variation or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF. CROATIA and PATTON BOGGS have caused this Agreement to be executed by their duly authorized representatives.

CROATIA

By:

Dated: 12

11999

PATTON BOGGS

By:

Dated:

APPENDIX A - SCOPE OF SERVICES

BILATERAL RELATIONS

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- a. Advise and counsel CROATIA on all aspects of relations with the Executive Branch of the United States Government (the "Administration"), specifically as to the state of bilateral relations between the U.S. and CROATIA.
- b. Determine the current position of the Administration regarding a visit by President Tudjman to the United States at the earliest possible date and what steps would be needed to persuade the Administration to host such a visit.
- c. Advise and counsel CROATIA on all aspects of relations with the U.S. Congress ("Congress") as they relate to the status of the bilateral relationship between the U.S., including but not limited to: advice regarding the organization and procedures of Congress; identification of key Members and staff of Congress in regard to issues important to CROATIA; advice and assistance in developing strategies to represent the interests of CROATIA in Congress;
- d. In connection with the furthering of the bilateral relationship between the U.S. and CROATIA, introduce officials of CROATIA to key Members and staff of Congress who are involved in issues important to CROATIA, and assist CROATIA in arranging appropriate meetings with such individuals and groups for EMBASSY officials and any visiting delegations from CROATIA;
- e. Monitor Congressional activities, legislation and resolutions which are of interest to the CROATIA; research matters relating to Congress as directed by CROATIA; and provide the results of such monitoring and research to CROATIA in the form of periodic reports;
- f. Promote and arrange for key Members and staff of Congress to visit CROATIA, in order to advance the relationship between the CROATIA and Congress;
- g. Facilitate enactment of Congressional resolutions, and other expressions of the views of Congress, to commemorate important events and issues involving CROATIA;
- h. Advise and assist CROATIA in promoting its interests on key issues identified by CROATIA in other activities or operations of Congress, including but not limited to floor statements. hearings, or other Committee actions;
- i. Subject to approval by CROATIA, develop and disseminate informational materials to Congress and other United States individuals, businesses and organizations to promote the interests of the CROATIA on issues identified by CROATIA;

COMMERCIAL RELATIONS

a. Assist CROATIA in promoting in the United States the trade and

economic opportunities offered by CROATIA, specifically by assisting with the implementation of a trade mission to Chicago in April 1999 to accompany the opening of a new consular office of CROATIA in Chicago.

- b. Assist CROATIA, in connection with the April 1999 trade mission to Chicago, identify possible sponsors, participants and host sites for the trade mission.
- c. Advise CROATIA on matters related to commercial and economic issues such as admission into the World Trade Organization ("WTO") and the impact of WTO membership on the Bilateral Relations between CROATIA and the U.S. Government.

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